



CITY OF ANTIGO

FINANCE, PERSONNEL, AND LEGISLATIVE COMMITTEE MEETING

MULTI-PURPOSE ROOM

Wednesday, June 21, 2023

CITY HALL, 700 EDISON STREET

6:00 PM

Call to Order

Discussion and Action May Occur on Any of the Following Agenda Items:

1. Minutes from the May 17, 2023 Meeting
2. Acceptance of the Memorandum of Understanding (MOU) with the Department of Natural Resources (DNR) for the Fire Department to Apply for Mutual Aid and Fire Suppression Services
3. Street Closure Request for Antigo/Langlade County Chamber of Commerce & Visitors Center for July 22, 2023 from 12:00 noon to 5:00 pm. for the 700-1000 Blocks of Fifth Avenue and Sidewalk Closures in the 600 Block of Fifth Avenue, Request to Waive the \$25 Special Event Fee and Request to Waive the Insurance Requirements
4. Discussion Only on the Multiple Downtown Leadership Groups

Any Other Matters Authorized by Law to be Considered

Adjournment

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact Cheryl Barta, 700 Edison Street, Antigo, Wisconsin 54409. (715) 623-3633 extension 100. Members of and possibly a quorum of members of other governmental bodies may be in attendance to gather information. Any governmental body other than that specifically referred to above will take no action.

DATE MAILED: June 15,2023

TERRY BRAND



To: Mayor and City Council
From: Corey Smith, Assistant Fire Chief
Date: June 21, 2023
Re: Acceptance of the Memorandum of Understanding (MOU) with the Department of Natural Resources (DNR) for the Fire Department to Apply for Mutual Aid and Fire Suppression Services

Date: June 14, 2023

Subject: Department of Natural Resources MOU

I am requesting to enter into a Memorandum of Understanding (MOU) with the Wisconsin DNR. This MOU details roles and responsibilities of each agency as it relates to fighting wildland fires on both DNR protected lands and areas within the City.

In addition, signing the MOU will allow our department to apply for the FFP grant, which is a 50/50 grant administered by the DNR for the purchase of wildland firefighting gear and equipment. Signing the MOU does not obligate us to applying for or accepting the grant.

I am asking for a motion to approve entering into the MOU.

Thank you for your consideration in this matter.

Corey Smith

Fire Chief

Fire Department / DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services

Form 4300-061 (R 01/22)

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Notice: Collection of this information is authorized pursuant to s. 26.145, Wis. Stats.; ch. NR 47, subch. I and VIII, Wis. Adm. Code; Cooperative Forestry Assistance Act of 1978, Section 10(b)2 as amended; and 16 U.S.C. 2101-2114. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records laws (ss. 19.32-19.39, Wis. Stats.).

Fire Department Information			
Fire Department Name City of Antigo Fire Department			Check one ☐ In DNR Fire Protection Area ☒ In Cooperative Area
Address 700 Edison Street			Phone Number (include area code) (715) 350-7350
City Antigo	State WI	ZIP Code 54409	Tax ID # 008-0000425058-05
Agreement			

THIS AGREEMENT is entered into by and between the above-listed fire department (the Fire Department), and the State of Wisconsin Department of Natural Resources (DNR), for the suppression of forest fires within each party's respective jurisdiction in DNR Protection Area and/or on land owned by the DNR (DNR Land) in Cooperative Area.

WHEREAS, s. 26.11, Wis. Stats., vests the DNR with the power, authority, and jurisdiction in all matters relating to prevention, detection, and suppression of forest fires outside the limits of incorporated villages and cities and s. 23.09(4), Wis. Stats. and s. NR 1.23, Wis. Adm. Code, authorize the DNR to render assistance in case of emergencies.

WHEREAS, the DNR and the Fire Department pursuant to ss. 23.09(1)(2), 23.11 and 26.11(4), Wis. Stats., desire to cooperate in the suppression of fires; it is agreed by and between the DNR and the Fire Department as follows:

1. DEFINITIONS

- a. "Cooperative Area" means the areas of the State outside the DNR Protection Areas where Fire Departments have primary forest fire initial attack responsibilities.
- b. "DNR Protection Area" are the areas of the state defined by ss. NR 30.01 and NR 30.02, Wis. Adm. Code, as intensive or extensive.
- c. "Extended Attack" occurs when resources beyond those designated for initial attack must be dispatched to an incident or when extensive mop-up is required. This is generally when suppression efforts exceed one hour.
- d. "Forest Fire" means an uncontrolled, wild or running fire occurring on a forest, marsh, field, cutover or other land or involving farm, city, or village property and improvements incidental to the uncontrolled, wild or running fire occurring on forest, marsh, field, cutover or other lands (as defined in s. 26.01(2), Wis. Stats.).
- e. "Incident Command System" means a set of personnel, policies, procedures, facilities, and equipment, integrated into a common organizational structure designed to improve emergency response operations of all types and complexities. ICS is a subcomponent of the National Incident Management System (NIMS), as released by the U.S. Department of Homeland Security in 2004.
- f. "Initial Attack" is defined as the first hour when suppression efforts are needed.
- g. "Non-reportable Fires" include incidents involving:
 - i. Burning activity that does not spread from predetermined limits
 - ii. Fires that cannot be located
 - iii. False alarms
 - iv. Structural fires
 - v. Vehicular or equipment fires
- h. "Project fire" means an extended attack forest fire requiring state-wide resource deployment by the DNR
- i. "Reportable Fires" are all fires not listed in Section. 1.g.
- j. "Suppression" means the action of the responding agency(ies) beginning with initial attack and continuing through control of the forest fire, mop-up, and until the forest fire is out.
- k. "Unified Command" means a system of command that enables institutions and agencies with different legal, geographic, and functional responsibilities to coordinate, plan, and interact effectively
- l. "ATV" (all-terrain vehicle) and "UTV" (utility terrain vehicle) include equipment that is a manufactured motor drive device capable of off-road use. These vehicles cannot meet the federal motor vehicle safety standards.

Attachment: DNR MOU 2 (6207 : Acceptance of MOU with the DNR)

Fire Department / DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services

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2. RESPECTIVE RESPONSIBILITIES

- a. The DNR is responsible for the suppression of all forest fires and protection and suppression of any improvement threatened by forest fires as defined previously in s. 26.11, Wis. Stats.
- b. DNR may assist the Fire Department when resources are available, as authorized by s. NR 1.23, Wis. Adm. Code and s. 26.11(1), Wis. Stats.
- c. Within DNR Protection Areas, the DNR may request the assistance of the Fire Departments to provide forest fire suppression, as well as structural protection.
- d. Outside of DNR Protection Areas, in the Cooperative Areas, the Fire Departments may request the assistance of the DNR to provide additional resources and support in forest fire suppression and Fire Departments have been delegated the authority on DNR-owned lands for fire suppression actions by virtue of this Agreement.
- e. Structural and vehicular fires are the responsibility of the Fire Department, but the Fire Department may request DNR equipment and personnel to assist with the structural and vehicular fire or when there is danger of a forest fire being caused by the structural or vehicular fire.

3. REPORTING FIRES

- a. The Fire Department agrees to make every effort to immediately notify the DNR of forest fires, or fires which may become forest fires that are burning or threatening DNR protection areas or DNR Lands. If immediate notification cannot be made, the Fire Department shall report the location of the fires, and the action taken, to the DNR as soon as possible, but no later than 24 hours from its knowledge of the forest fires.
- b. If the Fire Department is unable to contact the DNR, it shall take immediate, independent action to effectively suppress the forest fire.
- c. If it is uncertain whether a reported forest fire is within a DNR protection area or on DNR land due to the fire proximity to the boundary line, the Fire Department or DNR shall notify the other party. If the Fire Department or DNR is unable to contact the other party, it shall take immediate, independent action to effectively suppress the forest fire, as soon as practicable. Thereafter, it shall notify the other party and report the location of the fire and the action that was taken.
- d. The DNR agrees to notify the Fire Department through County Dispatch if they become aware of a structural or vehicular fire within the Fire Department's jurisdiction.

4. COMMAND AT FIRES

The Incident Command System will be used at all forest fires. When the Fire Department is the first to arrive at the scene of a forest fire within a DNR protection area or on DNR land, the Fire Department shall establish incident command and begin initial attack. Command of the incident may be transferred to a qualified DNR incident commander upon arrival. A Unified Command structure is encouraged when deemed appropriate. If DNR does not arrive on scene, or is called to another incident, the Fire Department shall maintain command of the forest fire until out.

5. OUTSIDE ASSISTANCE

A DNR designated employee shall be consulted when in attendance by the chief officer of the Fire Department before calling in additional crews and equipment or outside fire departments for forest fires originating and occurring in DNR protection areas or on DNR lands. The incident commander is responsible for releasing the additional crews or equipment as soon as possible.

6. EQUIPMENT AND PERSONNEL REQUIREMENTS

- a. The DNR and the Fire Department agree to have available and utilize firefighting units suitable for suppressing forest fires. Responding units should be equipped with forest fire fighting hand tools and equipment. All responding units shall be equipped with a radio that contains a common frequency with the local DNR fire units, such as "Fire ground Blue."
- b. It is recommended that Fire Departments respond to forest fires with firefighters that have successfully completed **INTRODUCTION TO WILDLAND FIRE SUPPRESSION FOR WISCONSIN FIRE DEPARTMENTS** in accordance with NFPA 1051 standards, which is an 8-hour course taught by DNR personnel and available to all Fire Departments.
- c. Firefighters shall wear protective clothing on all forest fires. It is recommended that protective clothing meets the 1977 NFPA standard on protective clothing and equipment for forest fire fighting including, as a minimum, Nomex shirts, pants or coveralls, boots, hardhat or helmet, and leather gloves. Use of web belts and fire shelters are also recommended for additional protection. Structural turnout gear should be available on each unit for every firefighter in the event there is a structural fire.

Attachment: DNR MOU 2 (6207 : Acceptance of MOU with the DNR)

Fire Department / DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services

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7. FIRE SUPPRESSION SERVICES AND COMPENSATION

- The Fire Department agrees to provide suppression services on forest fires, if its resources are available whenever it is requested to respond by DNR or through established dispatch procedures. The DNR agrees to provide suppression services on forest fires, when resources are available, if requested by the Fire Department through established dispatch procedures.
- In DNR Protection Areas, Fire Department suppression services compensation applies to all forest fires occurring outside the limits of incorporated villages and cities.
- In Cooperative Areas, Fire Department suppression services compensation applies **only** to forest fires originating on DNR owned lands.
- On all State lands and lands under DNR management, Fire Department compensation applies only when invited to assist with prescribed burning on DNR managed lands.

8. COMPENSATION

The Fire Department must choose one compensation option from each of the following response categories below. **Choose an option (for both a. initial attack and b. extended attack) and check the selected option box.**

NOTE: The person(s) responsible for causing the forest fire may be billed by DNR for all suppression costs including those incurred by the Fire Department, that are billed to DNR:

a. INITIAL ATTACK:

Compensation for providing **initial attack** forest fire suppression, (including building protection) on forest fire within the Fire Department's area of jurisdiction. Initial attack is defined as the first hour of forest fire suppression services (**choose option 1 or 2**).

☒ **Option 1. No payment** for providing forest fire suppression on all initial attack forest fires.

☐ **Option 2. Receive payment** for providing forest fire suppression on all initial attack forest fires.

b. EXTENDED ATTACK:

Compensation for providing **extended attack** forest fire suppression, (including building protection) on forest fire either in or outside the Fire Department's own area of jurisdiction. Extended attack is defined as forest fire suppression on an incident where services exceed one hour (**choose option 1 or 2**).

☐ **Option 1. No payment** for providing forest fire suppression on all extended attack forest fires.

☒ **Option 2. Receive payment** for providing forest fire suppression on all extended attack forest fires.

9. PRESCRIBED BURNING

Would your fire department wish to be invited to participate in prescribed burning on DNR managed lands? (**choose option 1 or 2**).

☐ **Option 1. No**, our fire department does not wish to be invited to participate in prescribed burning activities on DNR managed lands.

☒ **Option 2. Yes**, our fire department would like to receive invitations to participate in prescribed burning activities on State managed lands. (**Choose one payment option below**):

☐ **No payment** for participating in prescribed burns on DNR managed lands.

☒ **Receive payment** for participation in prescribed burning activities on DNR managed lands. Payment includes all firefighter hours and one payment hour per day for each piece of equipment requested and used.

10. BILLING PROCEDURE

- The Fire Department, township, or governing body agrees not to directly bill any landowner, responsible party, or governmental body for forest fire suppression service costs paid by the DNR for services consistent with this Agreement.
- If the Fire Department bills the DNR for fire suppression costs: (a) the bill shall be prepared on the appropriate form, and (b) the bill shall be presented no later than 14 days following the date on which the fire suppression was completed. Failure to meet this deadline may jeopardize the payment of the bill.
- If the Fire Department submits a bill for services rendered in suppressing a forest fire, it shall be paid by the DNR subject to the following limitations.

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- i. No payment will be made by DNR for runs on or associated with non-reportable fires. Examples include, but are not limited to:
 - Burning activity covered by a legal burning permit.
 - Burning activity not covered by a legal burning permit, but has not escaped control.
 - Cannot be located.
 - False alarms.
 - Structural fires.
 - Vehicle fires.
 - Cooking or warming fires.
- ii. No payment will be made by DNR for forest fire suppression actions where the Fire Department provides no suppression services.

11. RECOMMENDED STAFFING

- a. The recommended staffing and equipment for initial attack forest fire suppression operations is as follows:
 - (i) 1 4x4 brush rig (ICS Type 5-7 Engine).
 - (ii) 1 engine (or a tender (tanker) with pumping capabilities, ICS Type 1-4 Engines).
 - (iii) 6 forest fire trained firefighters.
- b. During periods of very high or extreme fire danger, more personnel and equipment than listed above may be required for the initial response.
- c. Should the Fire Department respond with more than the recommended or requested dispatch, only that equipment and personnel needed and actually used for suppression will be compensated at the predetermined rate. Compensation for additional equipment and personnel may not be made to the Fire Department unless the DNR agrees it was reasonably necessary for suppression.

12. STAFFING FOR STRUCTURAL PROTECTION

Staffing and equipment dispatched for structural protection on project fires is Fire Department specific.

13. PAYMENT

- a. SCHEDULE - Payment for engines and personnel used in forest fire suppression or prescribed burning shall be made according to the following schedule:
 - (i) Engines that pumped for active forest fire suppression or prescribed burning **\$100/hour for suppression and per day for prescribed burning.**
 - (ii) ATVs, UTVs and similar equipment that pumped for active forest fire suppression or prescribed burning **\$50/hour for suppression and per day for prescribed burning.**
 - (iii) Fire Department personnel that provide suppression assistance on the forest fire or prescribed burning **\$15.00/hour.**
- b. CALCULATION OF PAYMENT - Following the first hour of suppression service, bills submitted shall be calculated to the nearest ½ hour. Service begins when the engine leaves its station and continues until it returns to its station when suppression action was taken by the Fire Department.
- c. INCREASE IN PAYMENT - After consultation with the Fire Department Advisory Council, the Department, in its discretion, may increase the hourly pay rate for Fire Department equipment and personnel for fire suppression and prescribed burning activities identified under section 13.a. at any time while this agreement is in effect. A decision by the Department to increase the pay rate, including the date by which the new pay rate will become effective, will be communicated to the Fire Department via email correspondence or letter. The latest pay rates may also be accessed on the Department website at the webpage address "dnr.wisconsin.gov" and enter key word search "FFP

14. LIABILITY

The Fire Department, its employees, agents, and members, shall not be deemed employees or agents of the DNR for any purpose, including worker's compensation. Worker's compensation coverage for the employees, agents, and members of the Fire Department shall be provided by the Fire Department in accordance with s. 102.07(7), Wis. Stat. In addition, the DNR shall not be liable for any damage to, or destruction of, vehicles or suppression equipment beyond that liability established in ss. 893.82 or 895.46, Wis. Stats., or as otherwise established by the State Claims Board and approved in accordance with statutes.

15. COORDINATION

- a. A written outline of routine communication procedures, notification procedures, together with maps and rosters of on-call personnel, should be jointly prepared by and between the Fire Department and the DNR.
- b. A current contact list of the names, addresses, and telephone numbers of the DNR's Forestry

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area described in the Agreement shall be developed.

16. TERMINATION

This Agreement shall be binding upon the parties hereto until six months following written notice of termination by either party. Either party reserves the right to cancel this Agreement, in whole or in part, without penalty. The DNR reserves the right to cancel this Agreement, in whole or in part, without penalty, due to non-appropriation of funds or failure of the Fire Department to comply with the terms, conditions, or specifications described herein.

17. NONDISCRIMINATION

The Fire Department agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, as described in s. 51.01(5), Wis. Stats sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The Fire Department agrees to post in conspicuous places, availability for employees and applications for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

18. ASSIGNMENT

This Agreement may not be assigned or subcontracted, in part or in whole, without written approval from the DNR and may only be changed or amended in writing.

19. PARTIES

- a. In this Agreement, the DNR and the Fire Department includes its successors, their respective officers, employees, agents, directors, subcontractors, assignees, partners, and representatives.
- b. This Agreement and its referenced parts and attachments, shall constitute the entire Agreement and previous Agreements, whether written or oral, are hereby superseded.

20. AMENDMENT

Any revisions must be made by an amendment to this Agreement or other written documentation, and signed by both parties. This Agreement shall commence upon its signing by both parties and continue until termination under paragraph 16.

21. AUTHORIZATION

Each person signing this agreement, personally warrants and represents that he or she is authorized by his or her principal to bind the party for whom he or she is signing.

DEPARTMENT OF NATURAL
RESOURCES for the Secretary

Signature of DNR Area Forestry Leader		Date Signed
Signature of Fire Chief	Fire Department	Date Signed
	City of Antigo Fire Department	
Signature of Other Authorized Representative		Date Signed

Attachment: DNR MOU 2 (6207 : Acceptance of MOU with the DNR)



APPLICATION FEE
\$25.00

CITY OF ANTIGO
APPLICATION FOR PARADE, SPECIAL EVENT, OR STREET USE PERMIT

DATE OF APPLICATION: 06/15/2023 AGENT NAME: Antigo/Langlade County Chamber of Commerce & Visitors Center
MUST BE AUTHORIZED TO SIGN FOR SPONSORING ORGANIZATION

MAILING ADDRESS: 1005 S Superior St, Antigo STATE: WI ZIP: 54409

EMAIL: antigocc@frontier.com

PHONE#: 715.623.4134

WORK/CELL NUMBER#: _____

SPONSORING ORGANIZATION: Antigo/Langlade County Chamber of Commerce & Visitors Center

ORGANIZATION'S EXECUTIVE OFFICER: Deena Grabowsky PHONE: 715.623.4134

EVENT DATE(S): 07/22/2023 START TIME: 10:00 am AM PM END TIME: 7:00 pm AM PM

NAME OF EVENT: Beat the Summer Heat Sidewalk & Craft Sale

REASON FOR EVENT: Downtown event to support the local businesses

PERSON(S) RESPONSIBLE FOR DATE/SITE Deena Grabowsky / Marc Clark / Lauren Barrett

Must be present at the event and on the premises for the reservation date for the duration of the event.

ANTICIPATED NUMBER OF PARTICIPANTS/ATTENDEES: Unknown

TYPE: ☐ Parade/Walk/Run ☒ Special Event ☒ Street Use/Closure
For each "TYPE" checked please complete the corresponding section (see below)

PARADE/WALK/RUN

ANTICIPATED NUMBER OF PARADE VEHICLES OR FLOATS: _____

ASSEMBLY POINT _____ DISBANDING POINT _____

PARADE/WALK/RUN ROUTE: _____

SPECIAL EVENT

LOCATION OR FACILITY OF EVENT: Downtown Antigo 5th Avenue 600-1000 block

STREET USE/CLOSURE

A PETITION FOR STREET USE MUST BE SIGNED BY AT LEAST 75% OF RESIDENTS OVER EIGHTEEN (18) YEARS OF AGE LIVING ALONG THE PORTION OF THE STREET IDENTIFIED AS THE DESIGNATED AREA FOR THE PROPOSED PERMIT AND RETURNED WITH THE COMPLETED APPLICATION AND FEE.

PURSUANT TO ARTICLE IX, ANTIGO MUNICIPAL CODE, I REQUEST A STREET USE PERMIT FOR:

THE 700-1000 (NUMBER) HUNDRED BLOCK(S) OF 5th Avenue + Sidewalk of 600 Block (STREET NAME).

REASON STREET CLOSURE IS NECESSARY: For downtown businesses to provide a communi-
PLEASE ANSWER YES OR NO TO THE FOLLOWING: event to promote downtown, its businesses, and non profits

1. ARE YOU SERVING ALCOHOLIC BEVERAGES? ☒ YES ☐ NO
 YOU MUST OBTAIN A SPECIAL CLASS B LICENSE AT THE CITY CLERK'S OFFICE TO SELL FERMENTED MALT BEVERAGES Sales for local establishments only
2. ARE YOU PLANNING ON PLAYING MUSIC OR USING AMPLIFICATION? ☒ YES ☐ NO
 EXCESSIVE VOLUME MAY BE DISRUPTIVE TO NEARBY NEIGHBORS. PLEASE LIMIT VOLUME TO A REASONABLE LEVEL DJ or speaker system
3. WILL YOU BE WORKING WITH OUTSIDE VENDORS (I.E., BOUNCY HOUSES/CATERERS) ☒ YES ☐ NO
 PLEASE CONSULT CITY STAFF FOR GUIDELINES IF YOU ARE HIRING OUTSIDE VENDORS

RULES & REGULATIONS

1. You are required by state law to provide sufficient containers to separate recyclable materials from trash at parade and special event locations.
2. Throwing candy, toys, souvenirs, etc., from moving parade vehicles is prohibited. Please distribute items by walking along parade route.
3. Operators of all parade units, regardless of power, shall be a minimum of 16 years of age.
4. Any damage to parking lots, streets, etc. will be billed to the applicant. (i.e. tent stakes in blacktop, etc.)

REQUESTED CITY SERVICES

- PLEASE NOTE THE REQUESTED CITY SERVICES ARE NOT GUARANTEED
- IT IS YOUR RESPONSIBILITY TO CONTACT THE APPROPRIATE DEPARTMENT

☐ TRAFFIC CONTROL

☒ BARRICADES

☒ TRASH BARRELS

☐ EMS SERVICES ON SITE

☐ OTHER; PLEASE LIST: _____

POLICE: 715.627.6411

FIRE / AMBULANCE DEPARTMENT: 715.623.3633 ext 142

PUBLIC WORKS: 715.623.4754

PARKS: 715.623.3633 ext 131

CITY OF ANTIGO INSURANCE REQUIREMENTS

1. CERTIFICATE TO BE ON FILE FOR \$1,000,000 IN GENERAL LIABILITY COVERAGE
2. THE CITY OF ANTIGO MUST BE LISTED AS AN ADDITIONAL INSURED
3. A COPY OF THIS INSURANCE CERTIFICATE MUST BE INCLUDED WITH THIS APPLICATION

NAME OF YOUR LIABILITY INSURANCE CARRIER _____

☒ We request the City of Antigo waive this insurance requirement. Only the City of Antigo Common Council is empowered to grant an insurance waiver request. AN INSURANCE WAIVER DOES NOT MEAN YOU ARE COVERED UNDER THE CITY'S INSURANCE POLICY.

The applicant shall defend, indemnify and hold harmless the City, its elected or appointed officials, officers, agents, employees and volunteers, from and against all claims, demands, suits, loss, bodily injury, personal injury, death and liability, direct or indirect (including any and all costs and expenses in connection therewith), incurred by any reasons of act or omission of the applicant, its officers, agents, employees or anyone, in any way connected with the applicant's services and obligations under this agreement. This indemnification obligation shall not be limited in any way by any limitation of the amount or type of insurance carried by the applicant. Applicant agrees at its own cost, expense and risk, to defend any and all claims, actions, suits or other legal proceedings brought or instituted against the City, its directors, officers, agents, employees and volunteers or any of them, arising out of the applicants service, omissions or acts in connection with this agreement, and to pay and satisfy any resulting judgments.

BY SIGNING THIS FORM, I ACKNOWLEDGE THAT ALL ANSWERS ARE TRUE AND CORRECT. I ALSO ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE PARADE AND SPECIAL EVENTS OR STREET USE ORDINANCE AS APPROVED BY THE ANTIGO CITY COUNCIL.

APPLICANT'S SIGNATURE _____

DATE 06/15/2023

Waiver Request Application Form

Event, Parade, Insurance, Shelter or Street Use

Recurring Annual Events

Any group holding a recurring annual event is required to have their waiver requests submitted 60 days in advance of the event.

Please Note: Submission requests not meeting the above requirement will not be considered for waiver of fees or insurance.

New Events

Any groups requesting waivers, for first time events should request waivers 2 months in advance of the requested date to ensure review by the appropriate committees.

1. Name of group/organization/individual requesting wavier(s):

Antigo/Langlade County Chamber of Commerce & Visitors Center

2. The following waivers are being requested and submitted for consideration (Please check all that apply):

- ☐ **Shelter / Concession Reservation Fee** (\$40.00 / \$50.00 Resident or \$60.00 / \$75.00 Non-Resident) – Please include completed Shelter Reservation Form with Waiver Application if you plan on reserving a City Shelter, Pavilion, or Park.
- ☒ **Special Event/Parade Fee** (\$25.00) – Please include completed permit with Waiver Application if you plan on hosting an event on City Property or you plan on inviting the public to your event.
- ☒ **Street Use** (\$25.00) – Please include completed permit with Waiver Application if you plan on closing or restricting access to any streets.
- ☒ **Insurance** – If you are not requesting an insurance waiver please include insurance with application
- o Insurance documentation must be on file with the City of Antigo prior to the event date
 - o The City of Antigo must be listed as additional insured
 - o \$1,000,000 general liability coverage is required
 - o The above insurance information may be found within Article XI. Special Event/Parade Ordinance Sec. 18-433. Insurance Required.

***Please note an approved waiver for insurance by the City of Antigo does not cover your event/group/organization or individuals under the City of Antigo's insurance policy.**

3. Name of Event: Beat the Summer Heat Sidewalk & Craft Sale

4. Description of Event (please attach an additional sheet if necessary):

Downtown event to support the local businesses, local vendor and local nonprofits.

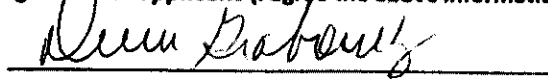
5. How event is benefitting the community (are funds being reinvested into the community...etc):

Profits from the vendors will be donated to the Antigo Community Food Pantry.

6. City of Antigo services requested to assist with the event or preparation for the event (additional trash receptacles, barricades, picnic tables...etc; please note these services cannot be guaranteed) :

Trash receptacles and barricades

Signature of applicant (I agree the above information is accurate and correct to the best of my knowledge):



Date: 6/15/2023

For Office Use Only:

FPL: Submitted _____ PCR Submitted: _____ Council Submitted: _____
FPL: Approved _____ PCR Approved: _____ Council Approved: _____



PETITION FOR STREET USE/CLOSURE PERMIT

We, the undersigned residents of the 700 block(s) of 5th Ave (Street / Avenue) in the City of Antigo, hereby consent to the closure of said street for recreational or business use on 07/22/2023 (MM/DD/YY), between the hours of 10 (am / pm) and 7 (am / pm) for the purpose of the following:

Sidewalk Sale / Crafter Sale - To allow businesses to set up on sidewalks + pedestrians to use streets

We understand that the permit will not be granted for longer than twelve (12) hours and understand all equipment, vehicles, and other personal property will be removed from the street prior to the end of said period. We also understand we may at any time request to see a copy of the Street Use Ordinance Sec.18-321. through 18-329.

The street closure petition shall be signed by at least 75% of residents eighteen (18) years of age or older living along the portion of the street identified above, and returned with the completed application and fee in order to be considered for approval. Successful completion of the petition does not guarantee approval.

Print and Sign Name

Address

Lauren Barrett	735 5 th Ave
Gordon Neve	710 5 th Ave
Cheryl Belott	700 5 th Ave
Don Brown - Julie Bastie	705 5 th Ave
Thrivent - Olukway	711 5 th Ave
Be U Nutrition - E. H.	715 5 th Ave
Bremax Inc. - Jimmy Restle	721 5 th Ave
Linda Orade - Linda Orade	724 5th Ave = drive long
Amy Bernau - Amy Bernau	718 5 th Ave.
Janet Wierschke - Janet Wierschke	724 5 th Ave
Rob Cornelius	723 5 th Ave

Attachment: Chamber Street Closure 7-22-23 (6208 : Street Closure Chamber)

Print and Sign

Address

2.3.a

Kylie Higgins ~~Kylie Higgins~~ 727A 5th Ave
Stephanie Kneppkage - 715 610 0637 731 5th Ave
~~Stephanie Kneppkage~~
Beth Markusen Beth Markusen 730 5th Ave
BMO Bank Andy Pecha 734 5th Ave
Tim Elvester
Galactic Gaming
715 5th Ave Antigo WI 54409

Attachment: Chamber Street Closure 7-22-23 (6208 : Street Closure Chamber)



PETITION FOR STREET USE/CLOSURE PERMIT

We, the undersigned residents of the 800 block(s) of 5th Ave (Street / Avenue) in

the City of Antigo, hereby consent to the closure of said street for recreational or business use on 07/22/2023

(MM/DD/YY), between the hours of 10 (am / pm) and 7 (am / pm) for the purpose of the following:

Sidewalk and Craft Sale. To allow businesses to
Set up on sidewalks and pedestrians to walk street

We understand that the permit will not be granted for longer than twelve (12) hours and understand all equipment, vehicles, and other personal property will be removed from the street prior to the end of said period. We also understand we may at any time request to see a copy of the Street Use Ordinance Sec.18-321. through 18-329.

The street closure petition shall be signed by at least 75% of residents eighteen (18) years of age or older living along the portion of the street identified above, and returned with the completed application and fee in order to be considered for approval. Successful completion of the petition does not guarantee approval.

Print and Sign Name

Address

Brenda Nudak	Brenda Nudak	813 5th Ave #3
Christian D Redcliff		800 5th Ave #3
Sarah Goehle		824 5th Ave
John James		819 5th Ave
Stacy Muel		809 5th Ave
Juan Blewett		805 5th Ave
Jane Johnson		807 5th Ave
John Johnson		816 5th Ave
Dorey Mullen		827 5th Ave
Carl Caffaro		831 5th Ave
Ann H. Gland		833 5th Ave

Name Print & Sign

Winter Law Office *Ann Bailey*
Main Attraction fair & clam
Bath Street Palace Theatre

Address

2.3.a

835 Fifth Ave Antigo

841 5th Ave

825 5th Ave

Attachment: Chamber Street Closure 7-22-23 (6208 : Street Closure Chamber)



PETITION FOR STREET USE/CLOSURE PERMIT

We, the undersigned residents of the 900 block(s) of 5th Ave (Street ~~Avenue~~) in the City of Antigo, hereby consent to the closure of said street for recreational or business use on 07/22/2023 (MM/DD/YY), between the hours of 10 (am/pm) and 7 (am/pm) for the purpose of the following:

Sidewalk and Craft Sale. To allow businesses to set up on sidewalks and pedestrians to walk streets

We understand that the permit will not be granted for longer than twelve (12) hours and understand all equipment, vehicles, and other personal property will be removed from the street prior to the end of said period. We also understand we may at any time request to see a copy of the Street Use Ordinance Sec.18-321, through 18-329.

The street closure petition shall be signed by at least 75% of residents eighteen (18) years of age or older living along the portion of the street identified above, and returned with the completed application and fee in order to be considered for approval. Successful completion of the petition does not guarantee approval.

Print and Sign Name

Address

BREUTZMANU MICHAEL Michael O Bantz

907 5th Ave

Animals' Randy Vitz

911 5th Ave

Gene's Bearings Gary Green

924 5th Ave

Antigo Child Care Center - Jo Sommo

925 5th Ave

Too Many Exotics LLC Liz A

904 5th Ave

Urban Pearl LLC Laura Sum

918 5th Ave



PETITION FOR STREET USE/CLOSURE PERMIT

We, the undersigned residents of the 1000 block(s) of 5th Ave (Street / Avenue) in the City of Antigo, hereby consent to the closure of said street for recreational or business use on 07/22/2023 (MM/DD/YY), between the hours of 10 (am) / (pm) and 7 (am) (pm) for the purpose of the following:

Sidewalk Sale / Craft Sale - To allow businesses to set up on sidewalks + pedestrians to use streets

We understand that the permit will not be granted for longer than twelve (12) hours and understand all equipment, vehicles, and other personal property will be removed from the street prior to the end of said period. We also understand we may at any time request to see a copy of the Street Use Ordinance Sec. 18-321. through 18-329.

The street closure petition shall be signed by at least 75% of residents eighteen (18) years of age or older living along the portion of the street identified above, and returned with the completed application and fee in order to be considered for approval. Successful completion of the petition does not guarantee approval.

Print and Sign Name

Address

Antigo Auto Parts Cody Chap

1025 5th Ave

KEGLER'S AUTO TIM GTO

1046 5TH AVE

STEIN ANTIQO TRANSMISSION S.M.J.

1034 5TH AVE

ANITA FISCHER THE MAXCARE

1022 5th Ave

Funtime Antigo Jason Randal

1021 5th Ave

HIV'S HOFFMAN HOUSE LLC Tina Hux

1015 5th Ave.

Antigo Family Chiropractic - Gerald Kindal

1029 5th Ave.

Sec. 18-321. - Purpose: required.

The streets in possession of the city are primarily for the use of the public in the ordinary way. However, under proper circumstances, the chief of police, in consultation with the street commissioner and director of public works, may grant a permit for street use, subject to reasonable municipal regulation and control. Therefore, this article is enacted to regulate and control the use of streets pursuant to a street use permit to the end that the health, safety and general welfare of the public and the good order of the city can be protected and maintained. A street use permit is required for any party requesting to temporarily block off a portion of any public street. (Code 1999, § 7-7-1(a); Ord. No. 1226B, § 1, 4-13-2011)

Sec. 18-322. - Application.

A written application for a street use permit by persons or groups desiring the permit shall be made on a form provided by the clerk-treasurer and shall be filed with the clerk-treasurer. The application shall set forth the following information regarding the proposed street use:

- (1) The name, address and telephone number of the applicant.
- (2) If the proposed street use is to be conducted for, on behalf of or by an organization, the names, addresses and telephone numbers of the headquarters of the organization and of the authorizing responsible heads of such organization.
- (3) The name, address and telephone number of the person who will be responsible for conducting the proposed use of the street.
- (4) The date and duration of time for which the requested use of the street is proposed to occur.
- (5) An accurate description of that portion of the street proposed to be used.
- (6) The approximate number of persons for whom use of the proposed street area is requested.
- (7) The proposed use, described in detail, for which the street use permit is requested.

(Code 1999, § 7-7-1(b))

Sec. 18-323. - Representative at meeting.

The person or representative of the group making application for a street use permit shall be present when the chief of police or common council gives consideration to the granting of such street use permit to provide any additional information which is reasonably necessary to make a fair determination as to whether a permit should be granted. These officials shall consider the effect that the temporary closing of the street will have on the public safety and traffic movement in the area during the time the street may be closed. (Code 1999, § 7-7-1(c))

Sec. 18-324. - Mandatory denial.

- (a) An application for a street use permit shall be denied if:
 - (1) The proposed street use would violate any federal or state law or any ordinance.
 - (2) The proposed street use will substantially hinder the movement of police, fire or emergency vehicles, constituting a risk to persons or property.
 - (3) The application for a street use permit does not contain the information required.
 - (4) The proposed use could equally be held in a public park or other location.
- (b) In addition to the requirement that the application for a street use permit shall be denied, as set forth in subsection (a) of this section, the officials may deny a permit for any other reason if it is concluded that the health, safety and general welfare of the public cannot adequately be protected and maintained if the permit is granted. (Code 1999, § 7-7-1(d); Ord. No. 1111B, § 1, 5-12-2004; Ord. No. 1227B, §§ 1—5, 4-13-2011)

Sec. 18-325. - Fee.

Each application for a street use permit shall be accompanied by a fee as prescribed in section 1-22. (Code 1999, § 7-7-1(e))

Sec. 18-326. - Consent to issuance.

In addition to the fee required by section 18-325, each application for a street use permit, except for parades or races sponsored by civic, youth or scout organizations which have been in existence for at least six months, shall be accompanied by a petition designating the proposed area of the street to be used and the time for such proposed use. Such petition shall be signed by not less than 75 percent of the residents over 18 years of age residing along that portion of the street designated for the proposed use. Such petition shall be verified and shall be submitted in substantially the following form:

PETITION FOR STREET USE PERMIT

We, the undersigned residents of the _____ hundred block of _____ Street in the City of Antigo, hereby consent to the _____ recreational or business use of this street between the hours of _____ and _____ on _____ / _____ / _____.

City of Antigo City Hall

700 Edison Street

Antigo, Wisconsin 54409

the _____ day of _____, 20_____, for the purpose of _____ and do hereby consent to the City of Antigo to grant a Street Use Permit for use of the said portion of said street for said purpose and do hereby agree to abide by such conditions of such use as the City of Antigo shall attach to the granting of the requested Street Use Permit. We further understand that the permit will not be granted for longer than 12 hours on the date hereinabove specified, and agree to remove from the street prior to the end of said period all equipment, vehicles and other personal property placed or driven thereon during the event for which a permit is granted.

We designate _____ as the responsible person or persons who shall apply for an application for a Street Use Permit.

(Code 1999, § 7-7-1(f))

Sec. 18-327. - Insurance.

The applicant for a street use permit may be required to indemnify, defend and hold the city and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the city on account of any injury to or death of any person or any damage to property caused by or resulting from the activities for which the permit is granted. As evidence of the applicant's ability to perform the conditions of the permit, the applicant may be required to furnish a certificate of comprehensive general liability insurance with the city as additional insured. The applicant may be required to furnish a performance bond prior to being granted the permit.

(Code 1999, § 7-7-1(g))

Sec. 18-328. - Cleanup requirements.

The holder of any permit issued under this article shall return the street to the condition that existed prior to the use, by the time the permit expires. If the permit holder fails to make such restoration, the cost incurred by the city in performing this work will be billed to the permit holder. Failure to make timely payment within a reasonable time after receiving the bill shall constitute grounds for refusal to grant the permit holder any other permit in the future.

(Code 1999, § 7-7-1(h))

Sec. 18-329. - Termination of event; revocation.

A street use permit for an event in progress may be terminated by the police department if the health, safety and welfare of the public appears to be endangered by activities generated as a result of the event or the event is in violation of any of the conditions of the permit or ordinance. The chief of police has the authority to revoke a permit or terminate an event in progress if the event organizers fail to comply with any of the regulations in the street use policy or conditions stated in the permit.

(Code 1999, § 7-7-1(i))